

3.3 Bunker Hill 3.3
Removal

2191

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
Seattle, Washington

IN THE MATTER OF:)	EPA Docket No.
)	1090-05-35-106
GULF RESOURCES & CHEMICAL)	
CORPORATION, ASARCO INCORPORATED,)	ADMINISTRATIVE ORDER
CALLAHAN MINING CORPORATION,)	AND SETTLEMENT
COEUR D'ALENE MINES CORPORATION,)	AGREEMENT FOR 1990
HECLA MINING COMPANY,)	RESIDENTIAL REMOVAL
STAUFFER CHEMICAL COMPANY,)	ACTION AT THE BUNKER
SUNSHINE PRECIOUS METALS, INC.,)	HILL SUPERFUND SITE
UNION PACIFIC RAILROAD,)	
)	
Respondents,)	
)	
Proceedings under Section 106(a))	
of the Comprehensive Environmental)	
Response, Compensation, and)	
Liability Act of 1980, as amended)	
by the Superfund Amendments and)	
Reauthorization Act of 1986,)	
42 U.S.C. Section 9606(a))	

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I. INTRODUCTION

1. This Administrative Order and Settlement Agreement ("Agreement") is entered into by the United States Environmental Protection Agency ("EPA") and the following Bunker Hill Potentially Responsible Parties: Gulf Resources & Chemical Corporation, ASARCO Incorporated, Callahan Mining Corporation, Coeur d'Alene Mines Corporation, Hecla Mining Company, Stauffer Chemical Company, Sunshine Precious Metals, Inc., and Union

ADMINISTRATIVE ORDER AND - Page 1
SETTLEMENT AGREEMENT

AR 3.3

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1 Pacific Railroad (the "Settling Respondents"), in lieu of the
2 Settling Respondents conducting the work required by the attached
3 EPA Region 10 Administrative Unilateral Order
4 No. 1090-05-25-106(a) (Exhibit A) regarding the 1990 Residential
5 Area Removal and Response Action at the Bunker Hill Superfund
6 site, and for exoneration and settlement of EPA's Future Response
7 Costs for such response action as set forth in EPA's 1990 Bunker
8 Hill Removal Action Cost Summary (Exhibit B). This Agreement
9 provides for the Settling Respondents' payment of EPA's costs to
10 perform removal and response actions pertaining to the cleanup of
11 contaminated soils at residential properties in the populated
12 areas of the Bunker Hill Superfund site pursuant to Section
13 106(a) of the Comprehensive Environmental Response, Compensation,
14 and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9606(a). Notice
15 of this Agreement has been given to the State of Idaho through
16 its Department of Health and Welfare.

17 18 II. JURISDICTION

19 2. This Agreement is entered into pursuant to the
20 authority conferred on the President of the United States by
21 Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), as amended;
22 delegated to the Administrator of the EPA by the Executive Order
23 12316, dated August 14, 1981, 46 Fed. Reg. 42237; and further
24 delegated to the EPA Regional Administrators and the EPA
25 Assistant Administrator for Solid Waste and Emergency Response by
26 the EPA Delegations Manual Sections 14-14, 14-14-A and 14-14-B.

1 This authority is conferred on the EPA, Region 10, Director,
2 Hazardous Waste Division, by Regional Redelelegation Order signed
3 by the Regional Administrator.

4 III. JUDICIAL REVIEW

5 3. In accordance with Section 113(h) of CERCLA, 42 U.S.C.
6 § 9613(h), as amended, nothing in this Agreement shall make a
7 matter judicially reviewable prior to the commencement of
8 judicial proceedings by or on behalf of EPA which pray for relief
9 in the form of specific enforcement of this Agreement or the EPA
10 Region 10 Administrative Unilateral Order No. 1090-05-25-106(a),
11 or for civil or criminal sanctions provided by statute for
12 violation of the terms of this Agreement or Unilateral Order.

13
14 IV. SETTLING RESPONDENTS EXPRESS DENIAL

15 4. Subject to the provisions of this Paragraph, the
16 Settling Respondents consent and agree to the terms of this
17 Agreement, and to perform and comply with all provisions herein.
18 Further, Settling Respondents consent to and agree not to contest
19 EPA's jurisdiction concerning this Agreement. Said consent shall
20 not constitute, however, an admission by the Settling Respondents
21 of any legal or factual matter set forth in this Agreement or in
22 any work plan or other document prepared or utilized by EPA in
23 connection with this Agreement. By signing this Agreement, the
24 Settling Respondents do not admit, accept, or acknowledge any
25 liability or fault with respect to the conditions at or arising
26 from the Bunker Hill Superfund site. Furthermore, by signing

1 this Agreement, no Settling Respondent waives, except for their
2 consent to jurisdiction for purposes of entry and in any
3 proceeding to enforce this Agreement, any claim or defense that
4 it might have raised to this Agreement or Unilateral Order No.
5 1090-05-25-106(a) or that it might raise in any other judicial or
6 administrative proceeding brought by EPA, the state, or any other
7 governmental agency or private person, except as provided in
8 Paragraph 20 of this Agreement. Furthermore, nothing in this
9 Agreement precludes any Settling Respondent from raising as a
10 claim or defense in any future action the Settlement Agreement
11 entered into between the State of Idaho and several of the
12 Settling Respondents, related to the Bunker Hill Superfund site,
13 dated May 31, 1986.

14 This Agreement is not to be construed and will not be
15 construed to any extent or for any purposes, however and whenever
16 arising, as an admission of liability or violation of any private
17 contract or instrument or of any local, state, or federal
18 ordinance, rule, regulation, or statute, directly or indirectly,
19 on the part of any Settling Respondent. Nor shall this Agreement
20 be admitted into evidence or used in any way, directly or
21 indirectly, in any judicial or administrative proceeding or in
22 any other manner against any Settling Respondent for any purpose
23 other than in further proceedings by the parties hereto to
24 enforce the terms of this Agreement or Unilateral Order;
25 provided, however, nothing herein shall preclude any Settling
26 Respondent from using the Agreement or the fact of its entry in a

1 proceeding against any third party for contribution or for the
2 recovery of costs expended in complying with or implementing the
3 work provided for in this Agreement.

4 V. STATEMENT OF PURPOSE

5 5. This Agreement is in lieu of the Settling Respondents
6 conducting the work required by the EPA Region 10 Administrative
7 Unilateral Order No. 1090-05-25-106(a) (Exhibit A) and provides
8 for the Settling Respondents' exoneration and reimbursement of
9 EPA's Future Response Costs, as defined in Paragraph 8.C. below,
10 pertaining to the implementation of removal and response actions
11 at residential properties within the populated areas of the
12 Bunker Hill Superfund site where there is an imminent and
13 substantial endangerment to the public health or welfare or the
14 environment from an actual or threatened release of hazardous
15 substances. EPA has identified the specific locations and
16 residential properties where contaminated soil removal activities
17 are necessary, and will provide the Settling Respondents with the
18 locations or addresses of such properties at such time EPA
19 obtains access and confirms that work will be performed at those
20 properties. EPA will undertake and perform the removal
21 activities at the selected properties during June - September,
22 1990 (or as weather permits) with funds provided to the EPA
23 Hazardous Substance Superfund by the Settling Respondents' in
24 lieu of the Settling Respondents' conducting the work required by
25 the EPA Region 10 Administrative Unilateral Order
26 No. 1090-05-25-106(a).

1 VI. PARTIES BOUND

2 6. The provisions of this Agreement are binding upon the
3 Settling Respondents and upon the United States Environmental
4 Protection Agency.

5 7. The signatories for the Settling Respondents certify
6 that they are fully authorized to enter into the terms and
7 conditions of this Agreement on behalf of their respective
8 principals.

9
10 VII. DEFINITIONS

11 8. For purposes of this Agreement, the following
12 definitions shall apply:

13 A. "Settling Respondents" refers to Gulf Resources &
14 Chemical Corporation, ASARCO Incorporated, Callahan Mining
15 Corporation, Coeur d'Alene Mines Corporation, Hecla Mining
16 Company, Stauffer Chemical Company, Sunshine Precious Metals,
17 Inc., and Union Pacific Railroad, and shall include each Settling
18 Respondents' parents, subsidiaries, predecessors, successors,
19 officers, and assigns.

20 B. The terms "removal" and "response" shall have the
21 meanings set forth in Section 101(23) and (25) of CERCLA, 42
22 U.S.C. § 9601(23) and (25).

23 C. "Future Response Costs" means all costs, incurred
24 (including indirect costs) or paid by EPA, both prior to and
25 subsequent to the date of execution of this Agreement, relating
26 to the Bunker Hill Superfund site 1990 Residential Removal Action

as specified in the attached 1990 Bunker Hill Removal Action Cost Summary (Exhibit B).

D. "1990 Bunker Hill Removal Action Cost Summary" means Exhibit B to this Agreement which describes EPA's Future Response Costs, including EPA's direct and indirect costs, which have been or will be incurred by EPA to implement and perform the 1990 Bunker Hill Superfund site Residential Area Removal and Response Action.

E. "Date of Payment" is the date that Settling Respondents' payment is received by the EPA Region 10 Superfund Lockbox for the EPA Hazardous Substance Superfund following the procedures set forth in Section VIII below.

VIII. REIMBURSEMENT

9. Pursuant to the payment schedule set forth below, the Settling Respondents shall, jointly and severally, pay to EPA the sum of three million, one hundred eighty thousand dollars (\$3,180,000.00) as exoneration and reimbursement for EPA's Future Response Costs with regard to the 1990 Bunker Hill Residential Area Removal and Response Action. The Settling Respondents shall remit payment of \$3,180,000.00 as follows:

<u>AMOUNT DUE</u>	<u>DATE PAYMENT DUE</u>
\$1,180,000.00	June 1, 1990
\$1,000,000.00	July 1, 1990
\$1,000,000.00	August 1, 1990

1 10. The payments required by this Section shall be made by
2 certified checks payable to "EPA Hazardous Substance Superfund"
3 and shall be remitted to: EPA Superfund, P.O. Box 360903M,
4 Pittsburgh, Pennsylvania 15251. The checks shall be accompanied
5 by correspondence identifying the payment as for the EPA Region
6 10 Bunker Hill Superfund site 1990 Residential Area Removal
7 Action, along with the name and the identity of the paying
8 party(s), case caption, and EPA Docket Number. Simultaneously
9 with the tendering of such payments, notice of such payments,
10 including a copy of the checks, shall be mailed to EPA, as
11 follows:

12 Allan Bakalian, Assistant Regional Counsel
13 Office of Regional Counsel
14 U.S. Environmental Protection Agency
15 Region 10
16 1200 Sixth Avenue
17 Seattle, Washington 98101

18 Joe Penwell
19 Financial Management Office
20 U.S. Environmental Protection Agency
21 Region 10
22 1200 Sixth Avenue
23 Seattle, Washington 98101

24 11. In the event the Settling Respondents fail to timely
25 make any of the payments required in Paragraph 9, Settling
26 Respondents may be subject to penalties, including punitive and
27 treble damages, pursuant to Section 107(c)(3) of CERCLA, 42
28 U.S.C. § 9607(c)(3), as amended, for failure to take proper
action required by the EPA Region 10 Administrative Unilateral
Order No. 1090-05-25-106(a). In addition, in the event the
Settling Respondents fail to timely make the payments required by

Paragraph 9, and funds from the EPA Hazardous Substance Superfund are incurred by EPA without reimbursement by the Settling Respondents, the Settling Respondents shall pay interest on the unpaid balance at the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. 102.13. Payments made under this Paragraph shall be in addition to such other remedies or sanctions available to EPA by virtue of Settling Respondents' failure to make timely payments under this Section. EPA recognizes that the Settling Respondents claim that the particular amounts paid by each Settling Respondent is confidential business information, and agrees to treat such payments as confidential, unless required to be disclosed in accordance with the provisions of the Freedom of Information Act, 5 U.S.C. § 552 et seq., the regulations contained at 40 C.F.R. Part 2, Subpart B, or any other applicable law or regulation including, but not limited to, Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7).

12. EPA and the Settling Respondents agree that payment of the sums set forth in Paragraph 9 above are in lieu of Settling Respondents' conducting the work required by the EPA Region 10 Administrative Unilateral Order No. 1090-05-25-106(a) (Exhibit A), and that upon the Settling Respondents making all such payments, the EPA Region 10 Administrative Unilateral Order No. 1090-05-25-106(a) will be withdrawn with regard to the Settling Respondents, without prejudice to EPA to issue any subsequent unilateral orders to the Settling Respondents or any

1 other party relating to the Bunker Hill Superfund site. In
2 addition, upon the Settling Respondents making all such payments
3 required by Paragraph 9, EPA's claims against the Settling
4 Respondents will be satisfied as to EPA's Future Response Costs
5 regarding the 1990 Bunker Hill Residential Removal Action as
6 defined in Paragraph 8.C. above.

7 13. EPA and the Settling Respondents agree that the Future
8 Response Costs specified in Paragraph 8.C. above and described in
9 Exhibit B are consistent with the National Contingency
10 Plan (NCP), 40 C.F.R. Part 300, as amended by 55 Fed. Reg. 8666
11 (March 8, 1990).

12 14. The amount of Future Response Costs paid by the
13 Settling Respondents pursuant Paragraph 9 of this Agreement shall
14 in no way constitute an admission by any of the Settling
15 Respondents or the EPA as to, or evidence of, an appropriate
16 allocation of liability among the parties potentially responsible
17 for the costs of removal and response actions associated with the
18 Bunker Hill Superfund site.

19 15. Following completion of the 1990 Bunker Hill Removal
20 Action, EPA will provide the Settling Respondents with a summary
21 of the costs paid and incurred by EPA to perform such action. In
22 the event EPA's 1990 Bunker Hill Residential Area Removal Action
23 costs are less than the payments made by the Settling Respondents
24 pursuant to Paragraph 9 above, EPA will credit the additional
25 funds received to any future claims or demands by EPA for the
26 Settling Respondents payment of EPA's direct and indirect

1 response costs paid and incurred to perform the 1989 Bunker Hill
2 Residential Area Removal Action. Allocation among the Settling
3 Respondents of any such credit by EPA will be the responsibility
4 of the Settling Respondents.

5 In the event EPA's 1990 Bunker Hill Residential Removal
6 Action costs exceed those Future Response Costs set forth in
7 EPA's "1990 Bunker Hill Removal Action Cost Summary" (Exhibit B),
8 as defined in Paragraph 8.D., EPA reserves the right, to the
9 extent not explicitly reserved in Paragraph 22 below, to seek to
10 recover such response costs in any future claims or demands
11 against any party with regard to the Bunker Hill Superfund site.
12 Settling Respondents acknowledge that EPA's 1990 Bunker Hill
13 Removal Action costs may exceed those Future Response Costs set
14 forth in Exhibit B and explicitly reserve the right to challenge
15 such additional costs in any future claims or demands by EPA.

16
17 IX. EFFECT OF PAYMENT OF FUTURE RESPONSE COSTS

18 16. Following execution of this Agreement and timely
19 payment by the Settling Respondents of the sums set forth in
20 Paragraph 9 above, the Settling Respondents shall be deemed to
21 have resolved their liability to the EPA for Future Response
22 Costs as defined in Paragraph 8.C. of this Agreement, and
23 pursuant to Sections 113(f) and 122(h)(4) of CERCLA, 42 U.S.C.
24 §§ 9613(f) and 9622(h)(4), shall be entitled to the full measure
25 of protection from contribution and the right of contribution as
26 provided therein, provided that the foregoing shall not preclude

1 or preempt any separate agreement among the Settling Respondents
2 as to allocation of or claims relating to Future Response Costs,
3 which matters shall be governed by the separate Cost Sharing
4 Agreement entered among the Settling Respondents in conjunction
5 with this Agreement. Each Settling Respondent expressly
6 acknowledges that this Paragraph does not preclude contribution
7 or other actions among Settling Respondents for claims not
8 resolved by this Agreement, or as may otherwise be permitted by
9 the separate Cost Sharing Agreement entered among the Settling
10 Respondents in conjunction with this Agreement.

11 17. The provisions of this Section shall not extend to any
12 person or entity other than the Settling Respondents specified in
13 Paragraph One of this Agreement. With respect to any Bunker Hill
14 Potentially Responsible Party (whether or not currently named by
15 EPA) not a party to this Agreement, EPA reserves all of its
16 rights under CERCLA, any other applicable laws and regulations,
17 and as provided in Section XI below. In addition, such non-
18 settlors shall be deemed to have failed to comply with the EPA
19 Region 10 Administrative Unilateral Order No. 1090-05-25-106(a),
20 and EPA specifically reserves the right to take any action under
21 CERCLA or other applicable laws and regulations against such non-
22 settlors, including any actions for, but not limited to, cost-
23 recovery, injunctive relief, declaratory relief, or penalties
24 consistent with such laws and regulations, CERCLA, the NCP and
25 applicable EPA policy and guidance.

1 X. CLAIMS AGAINST THE FUND AND WAIVER OF CERTAIN DEFENSES

2 18. The Settling Respondents agree not to assert any claims
3 against EPA or the Hazardous Substance Superfund (the Superfund),
4 26 U.S.C. § 9507, including claims pursuant to Sections
5 106(b)(2), 111, and/or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2),
6 9611, 9612, for the amounts paid or any costs incurred by the
7 Settling Respondents pursuant to the terms of this Agreement or
8 for any attorneys' fees related to the 1990 Bunker Hill
9 Residential Area Removal Action.

10 19. Nothing in this Agreement shall be deemed to constitute
11 preauthorization of a CERCLA claim within the meaning of Section
12 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d), as
13 amended.

14 20. As it relates to Future Response Costs resolved in this
15 Agreement, Settling Defendants agree not to assert against EPA or
16 the United States in any future action for injunctive relief or
17 for the recovery of costs associated with the Bunker Hill
18 Superfund site, including but not limited to those costs
19 specifically excluded from this Agreement set forth in Section XI
20 below, any defense to such action(s) based on res judicata,
21 collateral estoppel, claim splitting, or similar theories, if
22 such defenses exist.

23 21. This Agreement shall not be construed as limiting in
24 any way the response or enforcement authority of EPA pursuant to
25 Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606,
26

1 9607, as amended, or any other statute, except as expressly set
2 forth herein.

3
4 XI. EPA RESERVATION OF RIGHTS

5 22. EPA expressly reserves, and this Agreement will be
6 without prejudice to, any claims or causes of action that EPA or
7 the United States may have with regard to the recovery of any
8 costs or commencement of response actions related to the
9 populated and non-populated areas of the Bunker Hill Superfund
10 site, except as related to those costs set forth in Paragraph
11 8.C. and sums paid pursuant to Paragraph 9 of this Agreement with
12 regard to the 1990 Bunker Hill Residential Removal Action which
13 do not exceed three million, one hundred eighty thousand dollars
14 (\$3,180,000.00). In addition, EPA reserves without limitation,
15 all rights against the Settling Respondents as well as any non-
16 settling party(s), associated with any claims of EPA for interest
17 on the items specified in Paragraph 11 of this Agreement or for
18 criminal liability.

19 23. This Agreement shall in no way affect the claims of the
20 United States or any natural resource trustee for damages to
21 natural resources pursuant to Section 107(a)(4)(C) of CERCLA, 42
22 U.S.C. § 9607(a)(4)(C), as amended.

23 XII. THIRD PARTIES

24 24. This Agreement shall not be construed as limiting the
25 rights of EPA or any Settling Respondent against any third party,
26 except as expressly provided by CERCLA.

XIII. USE OF AGREEMENT

25. This Agreement was executed in good faith by EPA and the Settling Respondents in lieu of the Settling Respondents conducting the response actions required by the EPA Region 10 Administrative Unilateral Order No. 1090-05-25-106(a) with regard to performance of the 1990 Bunker Hill Residential Area Removal Action, and for exoneration and satisfaction by the Settling Respondents of EPA's Future Response Costs to perform such removal action.

XIV. COORDINATION OF REMOVAL ACTIVITIES

26. EPA and the Settling Respondents agree that EPA will perform all necessary work and activities related the 1990 Bunker Hill Residential Area Removal Action. EPA agrees to provide the Settling Respondents, jointly or individually, with sufficient access to the properties at which removal activities will be performed for the purpose of taking soil samples related to the Settling Respondents' separate Cost Sharing Agreement or for other allocation purposes. EPA will provide such access to the properties during the times that the EPA On-Scene Coordinator (OSC) or authorized representative permits. The Settling Respondents agree to coordinate their sampling activities with EPA's removal schedule so that access for sampling individual properties occurs while EPA is conducting removal activities at those properties, or at such other times as the EPA OSC permits. To the extent they exercise this opportunity, Settling

1 Respondents further agree to: (1) perform such sampling
2 activities under the EPA OSC's or authorized representative's
3 supervision and oversight; (2) provide any total metals results
4 and analyses of such samples to EPA and/or the individual
5 property owners where such samples are obtained; and, (3) provide
6 upon EPA's request, representative or split samples taken from
7 any of the properties where the removal activities occur.

8
9 XV. EFFECTIVE DATE

10 27. This Agreement shall be effective on the date of
11 execution by the Director, Hazardous Waste Division, EPA,
12 Region 10.

13
14 XVI. SIGNATURE PAGE

15 28. This Agreement may be signed in counterparts, which
16 together shall constitute one and the same Agreement.

17
18 IT IS SO AGREED BY THE SETTLING RESPONDENTS:

19
20 

Date: MAY 31, 1990

21 Title: VICE President

22 For Gulf Resources & Chemical Corporation

23
24
25 Title: _____

Date: _____

26 For ASARCO Incorporated

1 Respondents further agree to: (1) perform such sampling
2 activities under the EPA OSC's or authorized representative's
3 supervision and oversight; (2) provide any total metals results
4 and analyses of such samples to EPA and/or the individual
5 property owners where such samples are obtained; and, (3) provide
6 upon EPA's request, representative or split samples taken from
7 any of the properties where the removal activities occur.

8
9 XV. EFFECTIVE DATE

10 27. This Agreement shall be effective on the date of
11 execution by the Director, Hazardous Waste Division, EPA,
12 Region 10.

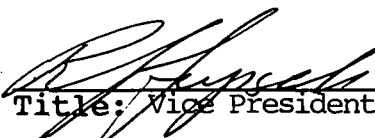
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14 XVI. SIGNATURE PAGE

15 28. This Agreement may be signed in counterparts, which
16 together shall constitute one and the same Agreement.

17
18 IT IS SO AGREED BY THE SETTLING RESPONDENTS:

19
20
21 Title: _____ Date: _____

22 For Gulf Resources & Chemical Corporation

23
24
25  _____ Date: 5/31/90
Title: Vice President

26 For ASARCO Incorporated

1
2 Charles D. Ines Jr.
3 Title: Chairman and President
4 For Callahan Mining Corporation

Date: May 30, 1990

5
6 Title: _____
7 For Coeur d'Alene Mines Corporation

Date: _____

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10 Title: _____
11 For Hecla Mining Company

Date: _____

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14 Title: _____
15 For Stauffer Chemical Company

Date: _____

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18 Title: _____
19 For Sunshine Precious Metals, Inc.

Date: _____

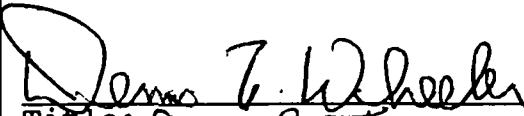
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22 Title: _____
23 For Union Pacific Railroad

Date: _____

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2 Title: _____

Date: _____

3 For Callahan Mining Corporation
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5
6 
7 Title: President

Date: 5-31-90

8 For Coeur d'Alene Mines Corporation
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10 Title: _____

Date: _____

11 For Hecla Mining Company
12 _____

Date: _____

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14 Title: _____

15 For Stauffer Chemical Company
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18 Title: _____

Date: _____

19 For Sunshine Precious Metals, Inc.
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22 Title: _____

Date: _____

23 For Union Pacific Railroad
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3 Title:
4 For Callahan Mining Corporation

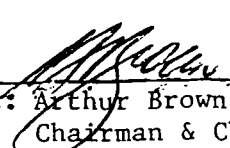
Date: _____

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7 Title:
8 For Coeur d'Alene Mines Corporation

Date: _____

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11 Title:
12 For Hecla Mining Company

Date: _____

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14 
15 Title: Arthur Brown
Chairman & Chief Executive Officer

Date: 5 - 31 - 90

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19 Title:
20 For Sunshine Precious Metals, Inc.

Date: _____

21
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23 Title:
24 For Union Pacific Railroad

Date: _____

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2 Title: _____

Date: _____

3 For Callahan Mining Corporation
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6 Title: _____

Date: _____

7 For Coeur d'Alene Mines Corporation
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10 Title: _____

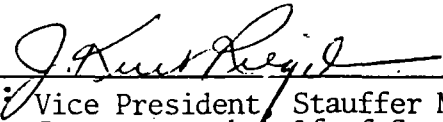
Date: _____

11 For Hecla Mining Company
12 _____

Date: _____

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14 Title: _____

15 For Stauffer Chemical Company
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17

18 
19 Title: Vice President, Stauffer Management
20 Company, on behalf of Stauffer Chemical Company

Date: 5/30/90

21
22 Title: _____

Date: _____

23 For Union Pacific Railroad
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Title: _____
For Callahan Mining Corporation

Date: _____

Title: _____
For Coeur d'Alene Mines Corporation

Date: _____

Title: _____
For Hecla Mining Company

Date: _____

Date: _____

Title: _____
For Stauffer Chemical Company

Date: _____

Title: _____
For Sunshine Precious Metals, Inc.

John D. Miller
Sr. V.P. & General Counsel
Title: _____

Date: 5/31/90

1
2
3 Title:

Date: _____

4 For Callahan Mining Corporation

5
6 Title:

Date: _____

7 For Coeur d'Alene Mines Corporation

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9
10 Title:

Date: _____

11 For Hecla Mining Company

12 Date: _____

13
14 Title:

15 For Stauffer Chemical Company

16
17
18 Title:

Date: _____

19 For Sunshine Precious Metals, Inc.

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21
22 *James V. Dillon*
23 Title: Vice President - Law


Date: JUN 1 1990

24 For Union Pacific Railroad


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3
4 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
5 REGION 10
6

7 IT IS SO AGREED AND ORDERED,

8 THIS 5th DAY OF June, 1990:
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11 
12 CHARLES E. FINDLEY, *acting* Director
13 Hazardous Waste Division
14 EPA Region 10
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16

17 Presented by:

18 
19 ALLAN B. BAKALIAN
20 Assistant Regional Counsel
21 EPA Region 10
22
23
24
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